State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States

Contract ID **Contract Dates** Origin 10/04/2013 to 10/04/2015 CPŠ Description: **Contract Maximum** CPS - VTRANS PLOW TRUCKS

Buyer Phone

828-4681

Buyer Name

Smith, Steven D

Vendor ID 000000024 **Underhill Garage** 6 Orr Road Jericho VT 05465 **United States**

	1 110116 m.	002/033-3733				
				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
1		43,000 GVWR TRUCK CAB AND CHASSIS. MAKE: INTERNATIONAL MODEL: SFA 7400 4X2 - WORKSTAR	EA	84,211.00000	0.00	0.00

MODEL YEAR: 2016

OPTIONS:

- 1). CHALMERS 1030 REAR SUSPENSION FOR THE SINGLE AXLE TRUCKS, ADD \$1,320.00 PER TRUCK (BRAKE CHAMBERS WILL MOVE THE **REAR OF THE AXLE).**
- 2). AIR TO REAR WITH ELECTRICAL PER SPECIFICATIONS, ADD \$394.00 PER TRUCK.
- 3). ON-SPOT CHAINS INSTALLED WITH FACTORY DASH SWITCH AND AIR SOLENOID CONTROLLED WITH SPECIAL LOGIC PER SPECIFICATIONS, ADD \$1,667.00 PER TRUCK.
- 4). FRONT FENDER EXTENSIONS, ADD \$81.00 PER TRUCK.
- 5). HEATED HOOD MIRRORS IN LIEU OF NON-HEATED IN SPECIFICATIONS, ADD \$99.00 PER TRUCK.
- 6). TOWING COVERAGE FOR WARRANTABLE FAILURES UP TO \$550.00 PER INCIDENT, 60 MONTHS UNLIMITED MILES, ADD \$1,056.00 PER TRUCK.
- 7). 10 YEAR CAB WARRANTY IN LIEU OF 8 YEARS, ADD \$262.00 PER TRUCK.

EXTENDED SERVICE FOR ENGINE COVERAGE IS NOW 84 MONTHS.

DELIVERY:

The delivery schedule includes all trucks purchased as part of this order. VTrans may prioritize the sequence in which the vehicles are completed, as more than one model is likely to be ordered. A one hundred (100) dollar per working day (M- F) penalty per vehicle will be imposed for late delivery of vehicles. If there is a late penalty in excess of \$2,000.00, the contractor may not be allowed to bid the following year.

Critical dates:

First vehicle delivered - 03/30/15 Last vehicle Delivered - 05/15/15

Provisions shall be made for a pre-delivery inspection of groups of five (5) vehicles, at the contractor's local site. The contractor shall supply an indoor, heated and lighted bay for this inspection. Defects will be identified and corrected prior to delivery.

TRAINING:

A. Two (2) one half day training sessions will be conducted for operators and field maintenance personnel on the vehicles. The successful contractor shall be responsible for organizing the training, providing knowledgeable instructors and any training materials/aids. Topics to be covered are:

Safety features and safe operation.

Lubrication points and PM level service items.

Maintenance schedule as modified by AOT.

Operation and proper shifting of transmissions (automatic.)

Operation of all vehicle controls.

Maintenance items and potential problems the field equipment technicians should be aware of and alerted to.

B. The above training will be conducted at the AOT Central Garage complex in Berlin after the Central Garage receives the first completed (truck, plow, body) truck and before the trucks go into service. At least 30 days notice will be provided.

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\$99,999,990.00

Contract Status

Approved

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Contract Dates		Origin
10/04/2013 to 10)/04/2015	CPŠ
Description:		Contract Maximum
CPS - VTRANS P	LOW TRUCKS	\$99,999,990.00
Buyer Name	Buyer Phone	Contract Status
Smith Steven D	828-4681	Approved

99,087.00000

0.00

0.00

Phone #: 802/899-3753

			Unit	Max	Max	
Line # Item ID	Item Desc	UOM	Price	Qty	Amt	

EΑ

C. Nine days of annual technical training, during each year of this contract, on the use of the diagnostic and programming software, or other subjects to be determined in coordination with the State, shall be provided at the Central Garage or other locations within the state. These nine days shall consist of three sessions of three-day classes, each session attended by approximately 14 repair technicians. This training will be conducted on a mutually agreed upon date.

2 60,000 GVWR TANDEM AXLE TRUCK CAB &

CHASSIS MFR: INTERNATIONAL WORKSTAR

7600 SFA 6X4 (SF567)

2016 MODEL YEAR

CHASSIS OPTIONS:

WITH FULLER 10 SPEED: \$99,087.00 WITH EATON ULTRA-SHIFT 8LL: \$106,327.00 WITH ALLISON 4000RDS: \$110,385.00

OPTIONS:

- 1). AIR TO REAR WITH ELECTRICAL PER SPECIFICATIONS, ADD \$394.00 PER TRUCK.
- 2). ON-SPOT CHAINS INSTALLED WITH FACTORY DASH SWITCH AND AIR SOLENOID CONTROLLED WITH SPECIAL LOGIC PER SPECIFICATIONS, ADD \$1,667.00 PER TRUCK.
- 3). FRONT FENDER EXTENSIONS, ADD \$81.00 PER TRUCK.
- 4). HEATED HOOD MIRRORS IN LIEU OF NON-HEATED IN SPECIFICATIONS, ADD \$99.00 PER TRUCK.
- 5). TANDEM AXLE, MOVE BATTERY BOX TO RIGHT SIDE IN LIEU OF LEFT SIDE, ADD \$151.00 PER TRUCK.
- 6). TOWING COVERAGE FOR WARRANTABLE FAILURES UP TO \$550.00 PER INCIDENT, 60 MONTHS UNLIMITED MILES, ADD \$1,056.00 PER TRUCK.
- . 7). 10 YEAR CAB WARRANTY IN LIEU OF 8 YEARS, ADD \$262.00 PER TRUCK.

EXTENDED SERVICE FOR ENGINE COVERAGE IS NOW 84 MONTHS.

TRAINING:

A. Two (2) one half day training sessions will be conducted for operators and field maintenance personnel on the vehicles. The successful contractor shall be responsible for organizing the training, providing knowledgeable instructors and any training materials/aids. Topics to be covered are:

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Maintenance schedule as modified by AOT.

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Maintenance items and potential problems the field equipment technicians should be aware of and alert to.

- B. The above training will be conducted at the AOT Central Garage complex in Berlin after the Central Garage receives the first completed (truck, plow, body) truck and before the trucks go into service. At least 30 days notice will be provided.
- C. Nine days of annual technical training, during each year of this contract, on the use of the diagnostic and programming software, or other subjects to be determined in coordination with the State, shall be provided at the Central Garage or other locations within the state. These nine days shall consist of three sessions of three-day

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Smith,Steven D	828-4681	Approved

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			Unit	Max	Max
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Critical dates:

First vehicle delivered - 03/15/15 Last vehicle Delivered - 04/20/15

Provisions shall be made for a pre-delivery inspection of groups of five (5) vehicles, at the contractor's local site. The contractor shall supply an indoor, heated and lighted bay for this inspection. Defects will be identified and corrected prior to delivery.

CONTRACTOR WILL PROVIDE NAVISTAR REPAIR AND REPLACEMENT PARTS AT DEALER NET PLUS

0.01000

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0.00

0.00

THIS APPLIES TO ALL PARTS SOLD BY THE CONTRACTOR, WHETHER THEY ARE FOR VEHICLES AVAILABLE UNDER THIS CONTRACT, OR NOT. FREE DELIVERY EVERY BUSINESS DAY TO ANY LOCATION WITHIN VERMONT..

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE 43,000 GVWR AND 60,000 GVWR PLOW TRUCK CAB AND CHASSIS TO THE VERMONT AGENCY OF TRANSPORTATION AND VARIOUS SUBDIVISIONS AND INDEPENDENT COLLEGES WITHIN VERMONT.

CONTRACT PERIOD: OCTOBER 4, 2013 - OCTOBER 4, 2014, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS CONTRACT:

- 1). STATE OF VERMONT'S RFQ FOR VTRANS PLOW TRUCKS DATED 06/17/2013
- 2). 35,000 # GVWR TRUCK AND CAB CHASSIS SPECIFICATIONS DATED 06/03/2013
- 3). 54,000 # GVWR TRUCK AND CAB CHASSIS SPECIFICATIONS DATED 06/03/2013
- 4).STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012
- 5). ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR VTRANS PLOW TRUCKS ISSUED 06/17/13.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED.

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Phone #: 802/899-3753

Line # Item ID Item Desc UOM Price Qty Amt
FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE
PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS
FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND
RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.
METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL
ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT FOR PARTS ONLY. IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

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11/19/2014 - AMENDMENT #01.

THE FOLLOWING CHANGES ARE INCORPORATED INTO THIS CONTRACT AMENDMENT #01:

- 1). CONTRACT EXTENDED FOR A ONE YEAR PERIOD TO OCTOBER 4, 2015
- 2). 2016 MODEL YEAR CAB AND CHASSIS ARE INCORPORATED INTO THE CONTRACT.
- 3). A .5% INCREASE ON ALL PRICING IS INCORPORATED INTO THE CONTRACT.
- 4). ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: